

WORKING AGREEMENT GOVERNING
REGULAR & PROBATIONARY
MAINTENANCE EMPLOYEES

JULY 1, 2006 - JUNE 30, 2007

Davenport Community
School District
Davenport, Iowa

PREAMBLE

It is hereby noted that the following document, entitled "Working Agreement Governing Regular and Probationary Employees", herein after referred to as the "Contract", has been negotiated in good faith by the Board of Directors of the Davenport Community School District, No. 82-1611 in the counties of Scott and Muscatine, State of Iowa, herein after known as the "Board"" and the "Davenport Community School District Maintenance Employees Organization"" herein after referred to as the "Organization"" and they do hereby affirm that all parties concerned with this contract regardless of age, gender, race, creed, or national origin, shall be treated fairly and equitably.

The organization consists of all permanent full-time and part-time employees of the Davenport Community School District including Delivery Person, Building and Grounds Worker, Plant Maintenance Mechanic I, Garage Technician, Energy Technician, Carpenter, Plant Maintenance Mechanic II, HVAC Specialist, and Electrician.

Excluded from the organization are: Department Director of Operations, Supervisor of Maintenance, Paint Crew Chief, Utility Crew Chief, and Lead Carpenter.

ARTICLE I

GENERAL CONDITIONS

SECTION 1 - PHYSICAL

- A. When a physical, psychiatric/psychological, tubercular, examination or laboratory test has been done by a physician acting at the request of the District subsequent to employment, a report of such examination will be furnished to the personal physician of the employee involved upon the request of the employee and his/her physician. The expense of such examination or tests, if required to be conducted by a District doctor or nurse, shall be borne by the District; if such examinations or tests are not required to be done by a District doctor, and are conducted by a physician of the employee's choosing, the employee shall be reimbursed an amount not to exceed \$25.00 for such exam upon furnishing reasonable evidence of expense and report of the examination.
- B. Additionally, an employee returning to work following a period of absence from work, e.g., layoff or leave of absence, may be required by the District to take a physical examination at the expense of the District.

SECTION 2 - SUPERVISOR

Wherever used in this contract, Supervisor means the Supervisor of Maintenance and/or his/her designee.

SECTION 3

The District will provide uniforms (5 shirts and 5 pants) for Garage Technician. These employees must launder and do minor repairs on these uniforms. Uniforms will be replaced on an "as needed" basis.

SECTION 4

The District will provide a \$150.00 tool allowance for Garage Technician to be paid on the first pay period in July.

SECTION 5

Any employee specifically assigned by the District to work in a higher classification for fifteen (15) consecutive workdays or more will receive wages for that classification.

ARTICLE II

HOURS OF WORK AND OVERTIME

SECTION 1 - COMPUTATION RECORD

The established computation period for employees for the purpose of determining hours worked over forty (40) begins at midnight Sunday and extends to midnight the following Sunday during the fiscal year.

SECTION 2 - HOURS OF EMPLOYMENT

- A. The regular workweek for each full-time employee shall consist of five (5) eight hour days or four (4) ten hour days per week. Every effort will be made to collaborate with employee(s) to accomplish tasks when there will be no disruption to the learning environment.
- B. The regular workweek is Monday through Friday unless special work requirements of a position require deviation.
- C. Any employee that has a regular shift starting time on or after 12:00 noon, shall be paid a shift premium of twenty (20) cents per hour. If a regular shift starting time is temporarily changed to start before 12:00 noon, at the request of an employee, the shift premium will not be paid on the day(s) in question.
- D. An additional five cents per hour will be paid for commercial pesticide applicator certification and/or any required asbestos certification.
- E. Any employee who is receiving a shift premium due to regular shift scheduling shall receive said premium for any and all holidays, vacation hours and health leave hours unless the shift is changed at the employee's request.

SECTION 3 - WORK SCHEDULE

All employees shall be assigned a schedule which shall have a regular starting and quitting time unless special work requirements of the position require deviation.

SECTION 4 - OVERTIME

- A. In a five (5) day forty (40) hour workweek, all time worked in excess of eight (8) hours in any one (1) workday shall be overtime and shall be paid at the rate of time and one-half of the employee's regular straight-time hourly rate. In a four (4) day forty (40) hour workweek, all time worked in excess of ten (10) hours in any one (1) workday shall be overtime and shall be paid at the rate of time and one-half of the employee's regular straight-time hourly rate. Paid leave hours shall be considered as hours worked for the purpose of computing overtime. All hours worked before or after starting and/or quitting times shall be considered overtime.

An employee may request compensatory time off at time and one-half (1½) in exchange for overtime worked. The request may be granted at the discretion of the Supervisor of Maintenance or the Director of Support Services. No compensatory time shall be utilized except with written approval. Compensatory time cannot be accumulated to more than forty (40) hours and can be utilized in one (1) hour increment minimums. Compensatory time shall be taken at such times that will not interfere with normal or special work projects that have been scheduled. No compensatory time shall be utilized except with written approval of the supervisor or his/her designee.

- B. Based on the operational needs of the District, overtime will be rotated and distributed by seniority so as to provide overtime opportunities for all interested qualified employees where the involved assignment is directly related to their normal work duties.
- C. In order to be eligible for overtime pay in a week where a health leave follows a day when overtime is worked, the employee shall provide a physician's statement confirming necessity of such absence stating the employee was too ill to perform his/her responsibilities.

ARTICLE III
HOLIDAYS AND VACATIONS

SECTION 1 - HOLIDAYS AND VACATION

A. The District shall recognize the following twelve holidays:

2006 - 2007

July 4	Independence Day
September 4	Labor Day
November 23 & 24	Thanksgiving Day and Friday after
December 25 & 26	Winter Holidays
January 1	New Year's Eve Day and
January 2	New Year's Day
January 15	Martin Luther King Day
February 19	President's Day
April 9	Spring Break (1) Day
May 28	Memorial Day

Specific dates for the twelve 2006 - 2007 holidays will be designated by the District after consultation with the Organization.

B. Employees shall not receive pay for holidays enumerated above under the following conditions:

1. If they are temporary employees.
2. Employees laid-off due to lack of work, suspended or discharged.
3. Holidays occurring during an employee's unpaid leave of absence.
4. Employees who refuse to report for work on such holidays when requested by the Supervisor. In the sole discretion of the Supervisor, the requested employee may be excused from reporting for sufficient stated reasons.

C. If an employee works on a holiday, he/she shall be paid time and one-half for all hours worked in addition to his/her holiday pay.

SECTION 2 - VACATIONS

Vacations shall be taken at such times that will not interfere with normal or special work projects that have been scheduled. Earned vacation hours may be accumulated and carried forward from one year to the next. Hours accumulated and carried forward must not exceed the number of hours earned in the present year of employment. Earned vacation time in excess of the maximum allowable is cancelled. Vacation requests must, except in cases of emergency, and 1-day requests, be submitted to the Supervisor of Maintenance or the Director of Support

Services at least four (4) working days in advance of the beginning date of the requested time. Vacation requests of one day must be submitted to the Supervisor of Maintenance or the Director or Support Services 24 hours in advance of the start of the employee's regular scheduled shift. Vacation leave shall not be granted in units of less than one (1) hour. No vacation time shall be authorized except with written approval of the Supervisor or his/her designee.

- A. Employees who have completed less than five (5) years of continuous service shall be entitled to six (6) hours and forty (40) minutes of vacation per month computed on the basis of the regularly established hourly rate.
- B. Employees who have completed five (5) years of continuous service shall be entitled to ten (10) hours of vacation per month with pay computed on the basis of the regularly established hourly rate.
- C. Employees who have completed ten (10) years of continuous service shall be entitled to thirteen (13) hours and twenty (20) minutes of vacation per month with pay computed on the basis of the regularly established hourly rate.
- D. Section D applies only to employees hired prior to July 1, 2000. Employees who on the anniversary of twenty (20) and twenty-five (25) years of continuous service shall be entitled to sixteen (16) hours and forty (40) minutes of vacation per month that year only. Employees shall receive sixteen (16) hours and forty minutes of vacation per month for thirty (30) years of continuous service, and all subsequent years.
- E. When a scheduled holiday(s) intervene(s) during the employee's vacation, such holiday(s) shall not be charged as vacation leave.
- F. Upon separation in good standing, an employee is entitled to accrued earned yearly vacation, not to exceed two hundred (200) hours or 160 hours for employees hired after July 1, 2000.
- G. Any employee who enters the employ of the District on or prior to the fifteenth of the month shall earn vacation leave for that month. If an employee enters employment with the District after the fifteen of the month, he/she will begin accumulating vacation leave the following month. If an employee leaves the District before the fifteenth of the month, he/she will not accumulate vacation leave for that month.
- H. Any employee on paid leave shall accrue vacation during that leave.

ARTICLE IV

SENIORITY

SECTION 1 - DEFINITIONS

- A. Seniority shall be computed from the date an employee of the District was originally hired by the Board with continuous employment. If two (2) or more employees have

the same seniority date, the relative order of seniority among them for purposes of this Agreement shall be determined by their relative qualifications as determined by the Supervisor of Maintenance, in his/her sole discretion. The Organization will receive a seniority list in October of each year. The District will post said list in the Operations Center and the vehicle maintenance garage.

- B. The seniority of an employee shall apply only in layoffs due to lack of work and recalls after such layoffs, except as otherwise specifically provided in this Agreement.
- C. Classification shall refer to job title within a wage class.

SECTION 2 - PROBATIONARY PERIOD

- A. The first one hundred and eighty (180) days of active employment (or such lesser period as the District may determine) during the employee's last period of employment is a probationary period during which period there shall be no responsibility on the part of the District for the continued employment of such new employees, and the termination of such probationary employees shall not be subject to challenge or made the subject of a grievance. Said period shall begin on the date the employee first reports to work.
- B. When the probationary period is satisfactorily completed, seniority will date back to the beginning of the probationary period.
- C. After a new employee has acquired seniority, the name of the employee and his/her seniority date shall be placed on the classification list of the District at the time of completion of the probationary period.
- D. Newly hired probationary employees shall be paid \$.65 less per hour than the regular wage for the pay class into which they are hired.

SECTION 3 - LAYOFFS

In the event of a reduction in the work force, upon fourteen (14) calendar days' notice to the employees, the following procedure shall be followed:

- A. Probationary employees in the affected job classification within the District shall be removed from the active payroll first.
- B. If further reduction is required, employees with seniority within the department shall be removed from the affected classification within the department in the reverse order of their seniority.
- C. In the event of a layoff, the affected employee(s) shall be able to transfer to a position within their wage class or lower, held by an employee with a lesser amount of district seniority, if they are qualified and have the ability to perform the work. All subsequent employee(s) having the same rights.
 - 1. Qualifications shall be reviewed by the Supervisor of Maintenance and a representative chosen by the Organization. The final decision shall be determined by Supervisor of Maintenance.

- D. Any new employee entering the Maintenance Department from another unit within the District shall not transfer seniority, from the effective date of July 1, 1994.

SECTION 4 - RECALLS

Employees shall be recalled to the classification from which they were originally laid off in the reverse order of their layoff.

SECTION 5 - POSTING OF LAYOFFS AND RECALLS

A list showing the names of employees who have been laid off or who have been recalled shall be available in the office of the Director of Human Resources. If any deviation is made from seniority, an explanation shall be made upon request. There shall be no redress to the Grievance Procedure by any employee in connection with layoff or recall unless a grievance is presented within ten (10) working days from actual date of layoff or recall.

SECTION 6 - JOB POSTING

When it becomes necessary to add employees to any seniority classification, such vacancies, except those created by job bidding, shall be subject to job bidding after the recall or restoration of all employees with recall or restoration rights to the seniority classification in which the vacancy exists, in accordance with the following procedure:

- A. Any vacancy which in the best judgment of the District is of a temporary nature, that is, of less than sixty (60) days' duration, shall not be listed as a vacancy and it shall not be posted.
- B. The posting shall specify the seniority classification and building in which the vacancy exists, approximate hours of work and any qualifications necessary for an employee with seniority to be eligible to make application for the vacancy.
- C. Any employee with seniority who is qualified to fill a posted vacancy must file an "Application for Vacancy" form (Exhibit B) with the Director of Human Resources and the Supervisor of Maintenance in a timely manner.
- D. When the vacancy has been posted for five (5) working days (120 hours), the Director of Human Resources shall accept no more applications for the vacancy. During this five-day period the District shall make reasonable attempts to contact and inform employees on layoff of the vacancy. From the applications filed, the District shall determine those who are qualified, and from this group, if there is more than one (1), shall fill the vacancy on the basis of classification seniority, ability and experience. Special consideration shall be given to those on layoff who apply and are qualified.
- E. No employee may transfer under the provisions of this Section who has been granted a change during the preceding six (6) months by this procedure.
- F. The successful applicant will be placed on probation in his/her new position for a period of sixty (60) days. He/she may be returned to his/her former job classification for unsatisfactory performance during this probationary period.

SECTION 7 - LOSS OF SENIORITY

The seniority of the employee shall terminate upon the occurrence of any one of the following events:

- A. If employee quits, either by (1) notifying the Director of Human Resources, or (2) remaining away from work three (3) or more consecutive working days without a reason satisfactory to the Director.
- B. Discharge.
- C. If, after a layoff, employee fails to report for work within five (5) working days after being notified in writing at employee's last known address to do so, unless prevented by illness or other reasons satisfactory to the Director of Human Resources. Employees laid off and desiring to retain seniority rights must keep their address known to the District.
- D. If employee is laid off by the District for a period of time equal to employee's length of service prior to layoff or a period of two (2) years, whichever is the lesser.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION

A grievance is a claim by an employee or the employee's bargaining unit alleging a violation of a specific provision(s) of the Agreement; an employee can be represented by himself/herself and a maximum of four (4) other individuals in the grievance procedure.

SECTION 2 - PROCEDURE

An attempt shall be made to resolve the alleged grievance in an informal discussion between the grievant and the Supervisor of Maintenance and/or his/her designated representative. If requested by the allegedly aggrieved employee and/or representatives, the appropriate representative of the employee may participate in this informal discussion. It is understood that any specific grievance shall be presented within five (5) working days from the date on which the act or condition complained of occurred. All grievances shall be processed during non-duty hours. The Union or the district may request an extension of time for any step in this procedure. The length of the extension will be jointly agreed to by both parties.

SECTION 3

LEVEL ONE - Between the aggrieved employee and/or representatives and the Department Director of Support Services and/or designated representative.

- A. If the alleged grievance is not resolved informally in accordance with the provisions of Section 2 above, the grievance shall be reduced to writing on the District form and signed by

the aggrieved employee and/or representatives within five (5) working days after the above informal discussion on the alleged grievance has been concluded. Any such grievance reduced to writing shall specify the specific Section(s) and/or Article(s) allegedly violated and shall also state the specific relief sought. The Department Director of Support Services and/or designated representative shall formally answer the grievance within five (5) working days from the receipt of the grievance.

- B. Any grievance which is not appealed to Level Two within five (5) working days from the receipt of the Department Director of Support Services and/or designated representative answer shall be deemed settled on the basis of said Level One answer.

LEVEL TWO - Between the employee and/or designated representatives and the Director of Human Resources.

- A. The appropriate School District representative(s) shall meet with the aggrieved employee and/or designated representatives within five (5) working days from the date of the appeal to Level Two and formally answer the grievance within five (5) working days after the meeting at which discussion of the grievance was concluded between the parties. This formal answer shall be presented to the aggrieved employee.
- B. Any grievance which is not appealed to Level Three within five (5) working days after the receipt of the School District representative's written answer in Level Two shall be deemed settled on the basis of said answer.

LEVEL THREE - SUPERINTENDENT

Grievances alleging a specific violation of this Agreement, and only such grievances, may be submitted to the Superintendent of Schools as provided below:

The aggrieved employee and/or designated representatives may, within five (5) working days after receipt of the Level Two response, request in writing a hearing with the Superintendent of Schools. Such hearing shall be scheduled within ten (10) working days from receipt of the written request for said hearing. The decision of the Superintendent of Schools shall be rendered within ten (10) days of the hearing.

SECTION 4

The time limits established in any level of the grievance procedure may be extended by mutual agreement between the parties.

SECTION 5

The aggrieved employee shall be present at any level of the grievance procedure when either party requests.

LEVEL FOUR - ARBITRATION

If the grievance is not satisfactorily resolved in Level Three, the Organization may request that the dispute be submitted to arbitration. Individual bargaining unit members shall not have any right to appeal grievances to this level of the grievance procedure. Grievances alleging a

specific violation of this Agreement, and only such grievances, may be submitted to arbitration as provided below:

- A. Should the Organization desire to submit a grievance to Level Four (Arbitration), it shall give written notice to the Director of Human Resources or the designated representative within five (5) working days from the receipt of the school District's appropriate representative's answer in Level Three.
- B. Within ten (10) working days from date grievance is appealed to Level Four, the school District's representative and the Organization shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period (i.e., ten (10) working days from appeal date), a written request for a list of arbitrators shall be made to the P.E.R.B. by either party. The requested list shall consist of three (3) arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) working days from receipt of such list, and the other party shall have one (1) additional workday to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement to the settlement arising hereunder.

The decision of the arbitrator shall be final and binding, shall be reduced to writing and each party shall be furnished a signed copy thereof.

Each party shall bear its own costs, including any lost wages of witnesses or representatives. The expenses of the arbitration proceedings, including the arbitrator's fee and travel expenses, shall be shared equally by the parties.

ARTICLE VI

LEAVES OF ABSENCE

SECTION 1 - DEFINITION

Days of pay, for purposes of this Article, refers to the number of hours the employee is regularly scheduled to work multiplied by the employee's regular straight-time rate, on days the employee, but for the leave, would be regularly scheduled to work.

SECTION 2 - GENERAL PROVISIONS

- A. An employee on leave, as specified in this Article, shall retain and accumulate seniority and shall be returned to the classification and assigned building held at the time of beginning such leave, provided the operation of the Seniority Article permits such return, and provided the employee returns to active employment at the expiration of such leave.

- B. To be eligible for voluntary leaves as specified in this Article, an employee shall properly notify his/her Supervisor or the Department Director of Support Services for such purposes, and complete the application forms.
- C. No leaves other than those specified in this Article are permitted.
- D. Any employee who fails to report to work at the expiration of a leave shall be considered as voluntarily terminated unless the employee has a reason satisfactory to the Director of Human Resources.
- E. Any leave granted shall be for only the amount of time necessary to accomplish the reason for the request, or to recuperate from illness. Proof and/or verification may be required at the discretion of the Supervisor of Maintenance for any absence from scheduled work hours.
- F. Every attempt shall be made by the employee to schedule medical appointments and other personal appointments at a time when not scheduled to work.

SECTION 3 - JURY SERVICE LEAVE

- A. An employee who is called for jury service or who is required by law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service in a proceeding to which the employee is not a party in a court of record will be excused for the time period they are required to be in attendance from duty with pay less the amount of compensation received for such service or appearance. Mileage payment for jury duty service is retained by the employee.
- B. In order for an employee to be eligible, the employee shall (1) immediately notify his/her immediate superior of receipt of summons for such service and (2) furnish his/her immediate superior proper evidence of amount of compensation received for such service.
- C. Any employee excused from service prior to the completion of his/her work schedule shall report for work to finish his/her workday. If any employee fails to report for work to finish his/her workday, he/she shall be reimbursed only for actual hours lost up to the time he/she was excused.
- D. An employee who has been notified of jury duty shall present said notification to the Supervisor of Maintenance or his designee. The employee's regular scheduled work hours, (if necessary), shall begin with the reporting time designated by the court for the duration of jury duty service. At the conclusion of each day of jury duty service the employee shall report to work if his/her revised shift is not yet concluded. Employees will not receive a shift premium while serving jury duty.

SECTION 4 - BEREAVEMENT LEAVE

- A. When death occurs in the immediate family of an employee, such an employee, upon request, shall be excused from his/her regularly assigned duties and shall be paid for a reasonable amount of time (excluding Saturdays, Sundays and holidays) because of

such death, providing the employee attends the funeral, but in no event exceeding forty (40) normally scheduled hours except in the case of employee's spouse.

- B. An additional forty (40) normally scheduled hours shall be allowed, if necessary, in the event of the death of an employee's spouse.
- C. Members of the immediate family of the employee shall include only the following: spouse, child, parent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, or other relatives permanently residing with the employee.
- D. The employee may use up to eight (8) hours bereavement pay for the funeral of a close friend or relative not covered above.

SECTION 5 - EMERGENCY LEAVE

Up to twenty-four (24) hours leave each year with pay shall be allowed in cases of emergency. All absences for emergency reasons shall be reported to the immediate Supervisor or Director of Support Services, prior to departure if at all possible. Requests for all such absences shall be submitted on the proper form. Listed below are the absences that shall be approved as emergency leave:

- Illness of son or daughter requiring emergency attention
- Inclement weather making it impossible for employee to get to work
- Subpoena to appear in Court
- Days of wedding: son or daughter
- Car accident

Other absences may be approved as emergency leave by the Director of Support Services or Supervisor of Maintenance; however, any such approval shall not be precedent setting, and the decision of the Administrator shall not be grieved.

SECTION 6 - EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay for limited periods of six (6) months or twelve (12) months may be granted in the discretion of the District for a reasonable purpose upon application of the employee and approval of the Director of Human Resources.
- B. While on an extended leave under this Section, the employee's interest in retirement funds, accumulated sick leave and placement on the wage schedule shall be frozen. No additional benefits shall be provided by the District during this type of leave. However, the employee may purchase insurance programs available to other employees.
- C. Employees on such extended leave of absence are not eligible to draw any compensation or accumulated sick benefit.
- D. Seniority shall be retained during this type of leave up to the length of the approved leave.

SECTION 7 - HEALTH LEAVE

- A. At the beginning of each year of service, a total of 120 hours of health leave allowance shall be credited to each employee's record. For employees hired after July 1, 2000, unused health leave shall be accumulated to a maximum of 180 days.
- B. All regularly appointed employees for less than full time shall receive the same number of days' allowance as full-time employees with the length of each day's allowance being equal to the length of the day under contract. If such employee subsequently becomes a full-time employee, all accumulated health leave credit shall be carried forward on a prorated basis as full-time equivalent days to be used as full-time days.
- C. For employees hired prior to July 1, 2000, unused health leave shall be accumulated from year to year with no maximum limit. For employees hired after July 1, 2000, unused health leave shall be accumulated to a maximum of 180 days.
- D. In order to be eligible for health leave allowance, the employee shall notify his/her immediate superior as soon as possible regarding the illness. Upon request, the employee shall provide a physician's statement confirming necessity of such absence stating the employee was too ill to perform his/her responsibilities.
- E. Upon request, a physician's statement shall be submitted as evidence of the employee's ability to resume employment after a confining or disabling illness or accident.
- F. Employees, who return to the School District following a leave of absence, shall have cumulative health leave earned prior to such leave of absence credited to their health leave account.
- G. During the month of November each year, employees shall receive a record of their accumulated health leave from the Director of Human Resources.
- H. New employees whose services commence after the beginning of the school term shall be granted a pro rata share of the 120 hours allowed per year.
- I. Scheduled holidays which intervene during an employee's absence due to personal illness shall not be deducted from health leave allowance.
- J. If a new employee is unable to report for duty on the first day of the new contract and has no accumulated health leave on which to draw, compensation for health leave shall not be allowed under the new contract until the employee does report, whereupon it shall become retroactive.

SECTION 8 - FAMILY LEAVE

Employees covered under the terms and conditions of the Federal Family and Medical Leave Act. This act may provide for the rights and benefits in addition to those granted under this collective bargaining agreement. Employees may receive information concerning the Family and Medical Leave Act through the District Human Resources Office.

ARTICLE VII

WAGES

SECTION 1 - RATES OF PAY

Wages are reflected in Exhibit A.

SECTION 2 - TRANSFERRED EMPLOYEES

When an hourly-rated employee is permanently transferred to another job classification for any reason, such an employee shall be paid the established rate for the job classification to which he/she has been transferred.

SECTION 3 - PAY PLAN

- A. The beginning rate for new employees will be the probationary step in the established range for the classification in which the employee is hired.
- B. Employees shall be paid at the beginning of their shifts on the last workday on an every-other-week basis.

ARTICLE VIII

INSURANCE

SECTION 1 - NO ADDITIONAL LIABILITY

The District shall make no substantial modifications to the insurance coverage currently in effect for District employees in this bargaining unit. The contract grievance procedure shall not be utilized to resolve disputed insurance claims for individual employees.

SECTION 2 - INFORMATION

The District shall make reasonable attempts to inform employees of their insurance benefits, but such attempts to inform employees shall create no liability beyond the certificate of insurance or otherwise affect the application of Section 1, and employees shall rely on such certificates of insurance. Copies of such certificates of insurance shall be furnished to employees by the Director of Human Resources.

SECTION 3 - AVAILABILITY

- A. Any waiting periods, necessary voluntary agreements to participate, or any other availability restrictions of the listed policies shall prevail over the general language contained in this Article. The provisions of this Section speak only as to the general availability of insurance among different classifications and groups of employees.

B. Hospitalization, Health, and Major Medical Policy

1. The Board shall provide up to \$986 for employees and their eligible dependents, hospitalization and health insurance, including major medical protection for employees scheduled to work thirty (30) hours or more per workweek. Diagnostic X-Ray and Lab: PPO Network Providers – Eligible Expenses paid at 80%. The plan's deductible does not apply. Non-Network Providers – Eligible expenses paid at 60% subject to the Non-Network deductible.
2. The Board shall provide up to \$511 for employees scheduled to work twenty (20) hours or more and less than thirty (30) hours per workweek, hospitalization and health insurance, including major medical protection. However, such employees may enroll for dependent coverage at their expense and have the traditional premiums deducted, by signing the proper authorization. Diagnostic X-Ray and Lab: PPO Network Providers – Eligible Expenses paid at 80%. The plan's deductible does not apply. Non-Network Providers – Eligible expenses paid at 60% subject to the Non-Network deductible.
3. Employees scheduled to work less than four (4) hours per workday may enroll and pay for themselves and eligible dependents and have the traditional premiums deducted, by signing the proper authorization. Diagnostic X-Ray and Lab: PPO Network Providers – Eligible Expenses paid at 80%. The plan's deductible does not apply. Non-Network Providers – Eligible expenses paid at 60% subject to the Non-Network deductible.

C. Life, Accidental Death and Dismemberment Insurance Policy:

Fully District-paid for employees with seniority working full time in the amount of \$20,000.00.

D. Long-term Disability Insurance Policy:

Fully District-paid for full-time employees with seniority.

E. Section 125 Plan:

The District will provide employees the opportunity to participate in a Section 125 Plan.

F. General Liability and Catastrophe Insurance Policy: District-paid for all employees with seniority.

G. Worker's Compensation:

District-paid as required by law.

H. Dental Insurance:

The District shall provide for up to \$28 single coverage for full and part-time employees, scheduled to work four (4) hours or more per day under the existing dental insurance policy. At the employee's direction, the District shall provide up to \$67 per month for family coverage for full and part-time employees scheduled to work four (4) hours or more per day under the existing dental

insurance policy. Upon notification to employees of a rate increase in the premium, employees may elect to drop coverage.

I. Vision Insurance:

The district shall provide \$8.00 toward single vision insurance for full and part-time (4 hours or more) employees under the district's vision insurance policy. Employees who work four (4) or more hours may elect to pay the difference to purchase family vision insurance.

ARTICLE IX

TRAINING

The Davenport Community School District will meet and confer with the Organization on training needs for employees within the guidelines established by the District and at the discretion of the Supervisor of Maintenance.

ARTICLE X

DURATION

This Agreement shall become effective on the first day of July, 2006 and thereafter remain in full force and effect until the 30th day of June, 2007.

In addition, the language items will remain in effect until the 30th day of June, 2008. The District and the Union will negotiate salary and benefits and have the option to open one article or include one new item during negotiations for the 2007 - 2008 school year.

Signed this 8th day of August, 2006.

For Davenport Community
School District Maintenance
Employees Organization

Darrell Caldwell

For Davenport Community
School District Board
of Education

Jim Crivello

EXHIBIT A**2006 - 2007****DAVENPORT COMMUNITY SCHOOL DISTRICT****MAINTENANCE CLASSIFICATIONS**

		Hourly Rate of Pay	New Hire Rate of Pay 05 - 06
Class I	Delivery Person	\$11.28	Step 1 \$8.94 Step 2 \$9.45 Step 3 \$9.96 Step 4 \$10.46 Step 5 \$11.28
Class II	Building and Grounds Worker	Grandfather \$16.79	Step 1 \$12.80 Step 2 \$13.31 Step 3 \$13.82 Step 4 \$14.33 Step 5 \$14.83
Class III	Garage Technician Energy Technician	Grandfather \$17.65	Step 1 \$14.40 Step 2 \$15.11 Step 3 \$15.82
Class IV	Plant Maintenance Mechanic I	Grandfather \$17.90	Step 1 \$15.31 Step 2 \$16.00 Step 3 \$16.69
Class V	Carpenter	Grandfather \$18.54	Step 1 \$15.88 Step 2 \$16.57 Step 3 \$17.26
Class VI	Plant Maintenance Mechanic II	Grandfather \$19.23	Step 1 \$16.54 Step 2 \$17.23 Step 3 \$17.92
Class VII	Electrician HVAC Specialist	Grandfather \$20.28	New Hires \$18.92

Longevity step increases:

\$.05 after 5 years of service
 \$.10 after 10 years of service
 \$.15 after 15 years of service
 \$.20 after 20 years of service

\$.25 after 25 years of service

Step increases will be given annually according to hire date.

EXHIBIT B

DAVENPORT COMMUNITY SCHOOL DISTRICT

APPLICATION FOR VACANCY

TO: Maintenance

FROM:

SUBJECT: TRANSFER

I _____ request a

transfer to the Maintenance position of

_____ for

_____ hours per day.

_____ (Signed)

_____ (Date)